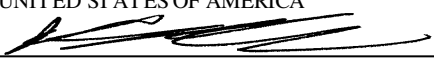


<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   10</b>	
2. AMENDMENT/MODIFICATION NO. <b>05</b>		3. EFFECTIVE DATE <b>14-Apr-2015</b>		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY NAWCTSD 253 12350 RESEARCH PARKWAY (253) ORLANDO FL 32826		CODE <b>N61340</b>		7. ADMINISTERED BY (If other than item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD BUILDING 203 ARLINGTON HEIGHTS IL 60005-2451		CODE <b>S1403A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SYSTEMS SERVICE ENTERPRISES, INC. ELIZABETH E NIEDRINGHAUS 77 WEST PORT PLZ STE 500 SAINT LOUIS MO 63146-3126				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>N61340-12-D-7217-0003</b>			
				X 10B. DATED (SEE ITEM 13) <b>25-Apr-2014</b>			
CODE <b>1FGP5</b>		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) <b>FAR 52.232-22 Limitation of Funds</b>							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>warneraj15552</b> See Summary <b>PR#1300458642-0003</b>							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JOSEPH A. LIBERATORE, JR. (25322) / CONTRACTING OFFICER TEL: 407-380-4281 EMAIL: joseph.liberatore@navy.mil			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED <b>17-Apr-2015</b>	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:****SUMMARY**

1. The purpose of this modification is as follows:

- a. Add FY15 funding for the rest of the fiscal year and O&A funding.
  - b. The following CLIN/SLINS are funded:

**PR 1300458642-0003**

<b>Support</b>	<b>Type</b>	<b>CLIN/SLIN</b>	<b>POP</b>	<b>Task</b>	<b>Funded</b>
Pilot	AIRLANT	151103	Apr-Sep 2015	1511 1C	\$238,596.00
NFO	AIRLANT	151203	Apr-Sep 2015	1512 2C	\$218,904.00
LSO	AIRLANT	151303	Apr-Sep 2015	1513 3C	\$188,280.00

2. As a result of this modification, the following documents below are provided as part of this modification:
  - a. New conformed task order – Modification 05
  - b. Attachment 17 Price Breakout Worksheet – Dated: 16 Apr 15 - Modification 05
4. All other terms and conditions remain the same.

**SUMMARY OF CHANGES****SECTION A - SOLICITATION/CONTRACT FORM**

The total cost of this contract has changed from \$2,053,873.00 (EST) to \$2,053,873.00.

**SECTION B - SUPPLIES OR SERVICES AND PRICES****SUBCLIN 151102**

The unit of issue Each has been deleted.

The cost constraint EST has been deleted.

The FSC code has changed from 6910 to U099.  
The total cost of this line item has changed from \$0.00 (EST) to \$0.00.

SUBCLIN 151202

The FSC code has changed from 6910 to U099.

SUBCLIN 151302

The FSC code has changed from 6910 to U099.

SUBCLIN 151402

The FSC code has changed from 6910 to U099.

SUBCLIN 151403

The FSC code has changed from 6910 to U099.

CLIN 1515

The FSC code has changed from 6910 to U099.

SUBCLIN 151501

The FSC code has changed from 6910 to U099.

SUBCLIN 155001

The FSC code U099 has been added.

SUBCLIN 151103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
151103					\$0.00

Pilot CNAL

FFP

FY15 Option Period (01 Apr 2015 - 30 Sep2015)

FOB: Destination

PURCHASE REQUEST NUMBER: 1300458642-0003

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NET AMT	\$0.00
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ACRN AD

CIN: 130045864200008

\$238,596.00

PSC Code U099

SUBCLIN 151203 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
151203					\$0.00

NFO

FFP

FY15 Option Period (01 Apr 2015 - 30 Sep 2015)

FOB: Destination

PURCHASE REQUEST NUMBER: 1300458642-0003

---

NET AMT	\$0.00
---------	--------

ACRN AD

CIN: 130045864200008

\$218,904.00

PSC Code U099

SUBCLIN 151303 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
151303					\$0.00

LSO

FFP

FY 15 Option Period (01 Apr 2015 - 30 Sep 2015)

FOB: Destination

PURCHASE REQUEST NUMBER: 1300458642-0003

NET AMT

\$0.00

ACRN AD

\$188,280.00

CIN: 130045864200008

PSC Code U099

## SECTION E - INSPECTION AND ACCEPTANCE

The Acceptance/Inspection Schedule for SUBCLIN 151102 has been changed from:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

N/A

N/A

N/A

Government

To:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

Destination

Government

Destination

Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 151103:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

Destination

Government

Destination

Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 151203:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

Destination

Government

Destination

Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 151303:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

Destination

Government

Destination

Government

## SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule Item has been deleted from SUBCLIN 151102:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination
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The following Delivery Schedule Item has been deleted from SUBCLIN 151202:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination	

The following Delivery Schedule Item has been deleted from SUBCLIN 151302:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination	

The following Delivery Schedule Item has been deleted from SUBCLIN 151402:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JAN-2015 TO 30-SEP-2015	N/A	N/A FOB: Destination	

The following Delivery Schedule Item has been deleted from SUBCLIN 151403:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-FEB-2015 TO 30-SEP-2015	N/A	N/A FOB: Destination	

The following Delivery Schedule Item has been deleted from CLIN 1560:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 1560:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-APR-2015 TO 30-SEP-2015	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 156001:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-APR-2015 TO 30-SEP-2015	N/A	N/A FOB: Destination	

#### SECTION G - CONTRACT ADMINISTRATION DATA

##### Accounting and Appropriation

##### Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$645,780.00 from \$1,408,093.00 to \$2,053,873.00.

##### SUBCLIN 151103:

Funding on SUBCLIN 151103 is initiated as follows:

ACRN: AD

CIN: 130045864200008

Acctng Data: 1751804 60AE 252 57012 Y 060951 2D C009AK

Increase: \$238,596.00

Total: \$238,596.00

Cost Code: 5701251NT0QQ

##### SUBCLIN 151203:

Funding on SUBCLIN 151203 is initiated as follows:

ACRN: AD

CIN: 130045864200008

Acctng Data: 1751804 60AE 252 57012 Y 060951 2D C009AK

Increase: \$218,904.00

Total: \$218,904.00

Cost Code: 5701251NT0QQ

##### SUBCLIN 151303:

Funding on SUBCLIN 151303 is initiated as follows:

ACRN: AD

CIN: 130045864200008

Acctng Data: 1751804 60AE 252 57012 Y 060951 2D C009AK

Increase: \$188,280.00

Total: \$188,280.00

Cost Code: 5701251NT0QQ

The following have been modified:

**252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)**

(a) Contract line item \_\_\_\_\_ are incrementally funded for these item(s), the sum of \_\_\_\_\_ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s)



set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule: N/A Post Mod 05

## SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

Exhibit/Attachment Table of Contents

Exhibit B

### CDRLs --- DD Forms 1423: SOW 130075 dated 28 August 2013

CDRL	NAME
B001	Contractor's Progress, Status and Management Report
B002	Conference Agenda
B003	Conference Minutes
B004	Technical Report - Study/Services - Quality Control Surveys and Results Report

Exhibit F

### CDRLs --- DD Forms 1423: SOW 130075 dated 28 August 2013

CDRL	NAME
F001	Technical and Management Work Plan
F002	Technical Report - Study/Services - Lesson Streamlining Report
F003	Training Program Structure Document
F004	Revisions to Existing Government Documents - Student Training Materials
F005	Revisions to Existing Government Documents - Instructor Training Materials
F006	Revisions to Existing Government Documents - Working and Planning Documentation
F007	Instructional Media Package - Source Material
F008	Revisions to Existing Government Documents - Training System Status Report

### Attachments

Document Attachments	Description	Pages	Date
Attachment 1	Statement of Work (SOW) #130075	28	28-Aug-13
<b>Attachment 2</b>	<b>Price Breakout Worksheet (PBW)</b>	5	16 Apr 15
Attachment 3	Data Item Transmittal/Acceptance/Rejection Sheet (DITS)	1	N/A
Attachment 4	Quality Assurance Surveillance Plan (QASP)	18	N/A
Attachment 5	Department of Labor (DOL) Wage Determinations (WD) and Collective Bargaining Agreements (CBA) Ref: WD	20	19-Jun-13

	2005-2544, Revision 15, dated 06/19/2013 NS Norfolk, VA and NAS Oceana, VA		
Attachment 6	DD Form 254 – DoD Contract Security Classification Specification Secret	3	N/A
Attachment 7	Wage Determination Adjustment Baseline - Form	1	N/A
Attachment 8	CDRL Addressee List for SOW #130075	2	N/A
Attachment 9	Over and Above Work Request Form	1	Updated 05 Feb 15
Attachment 10	GFE/GFI Clause 5252.245-9500 Table	14	N/A
Attachment 11	COR Appointment Packages – TBD Upon Task Order Award Reserved and Not Used	TBD	TBD
Attachment 12	Over and Above Work Requirement, Sequential FY14-001	1	12-Jun-14
Attachment 13	Over and Above Work Requirement, Sequential FY14-002	1	27-Aug-14

(End of Summary of Changes)